

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

**EDDIE LEVERT and WALTER WILLIAMS,
d/b/a/ THE O'JAYS**

v.

**PHILADELPHIA INTERNATIONAL
RECORDS, ASSORTED MUSIC, INC.,
GAMBLE-HUFF, KENNETH GAMBLE,
CHUCK GAMBLE, LEON HUFF, and THE
RIGHT STUFF/A DIVISION OF CAPITOL
RECORDS, INC.**

Civil Action No. 04-1489

**DECLARATION OF CHARLES B. GAMBLE IN SUPPORT OF
MOTION FOR SUMMARY JUDGMENT**

I, CHARLES B. GAMBLE hereby declares as follows:

1. I am the Executive Vice President of defendant Assorted Music, Inc. d/b/a Philadelphia International Records ("PIR").
2. I submit this declaration in support of my motion for summary judgment as to all causes of action asserted against me by plaintiffs Eddie Levert ("Levert") and Walter Williams ("Williams") (collectively, "Plaintiffs").
3. Plaintiffs' First Amended Complaint alleges that Plaintiffs' own the copyrights to the following compositions, some of which they allege are infringed here: "A Letter To My Friends," "Don't Walk Away Mad," "Get On Out And Party," "Hurry Up And Come Back," "I Call Your Name," "I Just Want

Somebody To Love Me," "I Wanna Be With You Tonight," "I'd Like To See Us Get Down," "One On One," "Out In The Real World," "Serious Hold On Me," "So Nice I Tried It Twice," "This Time (Is My Time)," "What Good Are These Arms Of Mine?," "You Won't Fail," "Somebody else Will," "Have you had your love today?," and "Friend of a Friend." I will refer collectively to these composition as the "Plaintiffs' Compositions."

4. I have never exploited any of the Plaintiffs' Compositions.
5. I began working at PIR in 1998.
6. In my tenure at PIR, PIR has manufactured only one audio product that has been commercially distributed. This was a CD Single, which featured the performance of the artist known as Grace Little. That product contained only two compositions, "Somebody's Gotta Move" and "The Love I Lost." Neither of these compositions were written by the Plaintiffs.
7. Furthermore, in my tenure at PIR, PIR has not issued licenses (or otherwise authorized the exploitation of) any of Plaintiffs' composition.
8. I have never exploited or authorized the exploitation of any of the Plaintiffs' Compositions.
9. I was deposed in this case. During my deposition I was not asked about any of Plaintiffs' Compositions.
10. During my deposition, I was not questioned about the manufacture of records, or other exploitation of compositions.
11. At no point did Plaintiffs' counsel ask me any question about the licensing of Plaintiffs' Compositions.

- 12.** I understand that Plaintiffs entered into a contract with PIR in 1972 (the “1972 Contract”). I was not affiliated with PIR in 1972. I was born in 1962 - meaning that I was only ten (10) years old at the time that Plaintiffs first signed an agreement with PIR.
- 13.** I have never assumed any of the rights or obligations under the 1972 Contract.
- 14.** I understand that the 1972 Contract was amended in 1975 (the “1975 Amendment”). I am not a party or a signatory to the 1975 Amendment. I was not affiliated with PIR in 1975.
- 15.** I have never assumed any of the rights or obligations under the 1975 Amendment.
- 16.** I understand that Plaintiffs and PIR entered into another contract in 1977 (the “1977 Contract”). I am not a party or a signatory to the 1977 Contract. I was not affiliated with PIR in 1977
- 17.** I have never assumed any of the rights or obligations under the 1975 Amendment
- 18.** I understand that Plaintiffs and PIR entered into yet another contract in 1979 (the “1979 Contract”). I am not a party or a signatory to the 1979 Contract. I was not affiliated with PIR in 1979.
- 19.** I have never assumed any of the rights or obligations under the 1979 Contract.
- 20.** I understand that the 1979 Contract was amended in 1980 (the “1980 Amendment”). I am not a party or a signatory to the 1980 Amendment. I was not affiliated with PIR in 1980

21. I have never assumed any of the rights or obligations under the 1980 Amendment.
22. I understand that the 1979 Contract was amended again in 1982 (the “1982 Amendment”). I am not a party or a signatory to the 1982 Amendment. I was not affiliated with PIR in 1982.
23. I have never assumed any of the rights or obligations under the 1982 Amendment.
24. I understand that the 1979 Contract was amended again in 1984 (the “1984 Amendment”). I am not a party or a signatory to the 1984 Amendment. I was not affiliated with PIR in 1984.
25. I have never assumed any of the rights or obligations under the 1984 Amendment.
26. To be clear, I have never had any type of contractual relationship with Plaintiffs.
27. To be clear, I have never assumed any of the rights, obligations and/or responsibilities under any contracts between any party on the one hand and the Plaintiffs on the other.
28. Since this lawsuit began, I have had to expend significant resources to handle matters related to the Plaintiffs’ claims against me personally. This includes spending a great deal of time, effort and resources in defending the claims here.
29. In addition to the wasted resources that have gone to Plaintiffs’ claims against me, I have also had to forego other matters as a result of Plaintiffs’ claims. This includes anything from business opportunities to spending time with my family. I

have taken this matter very seriously and, as such, have devoted time and resources to defending the claims against me, even though I have always believed that the claims were fabricated to harass me.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge and understanding.

Dated: November 4, 2004
Philadelphia, Pennsylvania


Charles B. Gamble